# AGREEMENT

BETWEEN THE

# NEW PROVIDENCE BOARD OF EDUCATION

AND THE

# NEW PROVIDENCE ASSOCIATION OF ADMINISTRATIVE PERSONNEL

1984-1985

1985-1986

# TABLE OF CONTENTS

			Pag
Preamble	•••	***************************************	1
Article I	-	Recognition	2
II	-	Negotiations Procedure	3
III	-	Grievance Procedure	5
IA	-	Board's Rights	13
٧	-	Salary	14
IA	-	Sick Leave	17
IIV	-	Insurance	20
IIIV	-	Temporary Leaves of Absence	22
IX	-	Sabbatical Leaves	26
X	-	Professional Growth	30
ΧI	-	Extended Leaves	31
XII	-	Administrators' Work Year	35
XIII	-	Administrators' Rights and Benefits	36
XIA	-	Fully Bargained Agreement	39
VV	-	Reassignment of Administrators	40
IVX	-	Miscellaneous Provisions	41
XVII	-	Duration of Agreement	43
Appendix I	-	Salary Guide, 1984-1985	44
Appendix II	-	Salary Guide, 1985-1986	45

# PREAMBLE

This agreement is entered into this 20th day of June, 1984, by and between the Board of Education of the Borough of New Providence, hereinafter called the "Board", and the New Providence Association of Administrative Personnel, hereinafter called the "Association".

#### ARTICLE I

#### RECOGNITION

A. In accordance with Chapter 123, Public Laws of 1974, the Board hereby recognizes the Association as the exclusive representative for collective negotiations for Administrative Personnel in the school district employed with the following titles:

High School Vice Principal Supervisor

B. All other individuals employed, or to be employed, by the Board not specifically enumerated above are hereby excluded from the negotiating unit, including but not limited to the following:

Superintendent
Assistant Superintendent
High School Principal
Elementary School Principal
Supervisor of the Morris-Union Consortium
Director of Student Personnel Services

#### ARTICLE II

### NEGOTIATIONS PROCEDURE

- Α. The Board and the Association agree to enter into negotiations over a successor agreement in accordance with the rules and regulations of the Public Employment Relations At that time the Association agrees to present to the Board its proposals for modifications to be included in the successor agreement. Each party shall be free to propose and negotiate with regard to all appropriate subjects which it desires to place before the other for consid-Any agreement so negotiated shall incorporate all rights and obligations assumed by each party and reflect the complete and final understanding on all matters covered by this negotiated agreement. Such agreement shall apply to all members of the negotiating unit, and shall be reduced to writing and, after ratification, signed by all parties.
- B. Neither party in any negotiations shall have any control over the selection of the negotiation representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make

### ARTICLE II cont'd

# NEGOTIATIONS PROCEDURE

counterproposals in the course of negotiations consistent with their status as representatives of their principals.

- C. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in negotiations, they shall suffer no loss of regular pay thereby.
- D. During its term this agreement shall not be modified in whole or in part by the parties, except by mutual agreement to reopen for negotiations, and by a written amendment duly executed by both parties.

# ARTICLE III GRIEVANCE PROCEDURE

# A. Definitions

- the claim that, as to him/her, a grievance has arisen.
- 2. Grievance ... is hereby defined as a complaint arising from a violation, misinterpretation, unfair or inequitable application of the agreement, except that the term shall not apply to the following:
  - a. Any matter in which a method of review is prescribed by law, or
  - b. Any rule or regulation of the State Board of Education or of the State Commissioner of Education, or
  - c. A complaint of a non-tenured administrator which arises by reason of his/her not being reemployed, or

d. A complaint by any certificated person occasioned by his/her lack of appointment or lack of retention in any position for which tenure is either not possible or not required.

### B. Purpose

- The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may from time to time arise affecting grievances of administrators. Both parties agree that the proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- Nothing herein contained shall be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement.

### C. Procedure

- Since it is important that grievances be processed as rapidly as possible, the number of days indicated shall be considered a maximum at each level, and every effort should be made to expedite the process. Time limits specified may be extended or shortened by mutual agreement.
- 2. In the event a grievance is filed at such a time it can not be processed through all the steps in this grievance procedure by June 30th and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

### D. <u>Sequency of Levels for Resolving Grievances</u>

<u>Level One</u> - Any administrator having a grievance shall, within fifteen (15) calendar days of the occurrence thereof, submit said grievance in writing to the Superintendent of Schools, and shall meet with the Superintendent in an effort to resolve the matter.

Level Two - If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he/she may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance in writing to the Board of Education.

<u>Level Three</u> - If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within fifteen (15)

#### ARTICLE III cont'd

### GRIEVANCE PROCEDURE

school days after the grievance was deliverd to the Board, s/he may, within ten (10) school days after a decision by the Board, or twenty-five (25) school days after the ggrievance was submitted to the Board, whichever is sooner, submit the grievance to arbitration.

### Procedure for Invoking Arbitration

- a. The demand for a list of arbitrators shall be made to the Public Employment Relations Commission in accordance with its rules and regulations.
- b. The arbitrator shall be limited to the facts as presented to him/her in rendering his/her decision. He/She shall not have the authority to add to, modify, or detract from the specific or express terms of the agreement. His/Her decision shall be rendered in writing and shall be advisory.
- c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and

necessary travel, subsistence expenses, and the costs of the hearing room, if any, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

### E. Rights of Administrators to Representation

- 1. Any aggrieved person may be accompanied at all stages, including Level One of the Grievance Procedure, by his/her representative. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- Any participant in the grievance process shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal by reason of such participation.

### F. Miscellaneous

- 1. If, in the judgment of the Association, a grievance affects a group or class of administrators, the Association may initiate such grievance by submitting it in writing to the Superintendent of Schools directly, and the processing of such grievance shall be commenced at Level One. This grievance shall be signed by at least one of the administrators who claims to be an aggrieved person.
- 2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- 3. All meetings and hearings under this procedure shall not be conducted in public and shall include only the aggrieved person and his/her designated or selected

representatives, Association representatives heretofore referred to in this Article, and appropriate administrative representatives.

There need be no agreement between the Board and/or the Administration and the aggrieved person that the matter submitted in accordance with the grievance procedure is grievable.

#### ARTICLE IV

### BOARD'S RIGHTS

- A. The Board, on its own behalf and on behalf of the citizens of New Providence, Union County, New Jersey, hereby retains and reserves unto itself without limitation all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the Laws and the Constitution of the State of New Jersey and of the United States.
- B. The exercise of the foregoing rights, powers, authority, duties and responsibilities of the Board, the adoption of policy, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution of the Laws of New Jersey and of the United States and the decisions of the Commissioner of Education.

#### ARTICLE V

#### SALARY

- A. The 1984-1985 and 1985-1986 salary guides for all Administrators covered by this agreement shall be set forth in Appendix I, which shall be attached hereto and made a part hereof.
- B. For each of the two (2) years covered by this agreement, the Administrators' unit shall receive eight and one-half (8.5%) percent, including adjustments, to be distributed on the guide as shown in Appendix I.
- C. When a pay day falls on or during a school holiday, vacation, or weekend, the present practice of issuing pay checks on the last preceding working day shall be continued.
- D. The Board shall provide on an individual basis for deductions to the Union County Teachers Federal Credit Union.

  Deductions must be in even dollar amounts divisible by two (2), with a minimum permissible amount of \$2.00. Authorization cards must be in the Union County Teachers Federal Credit Union office by July 15th of each school year for

#### ARTICLE V cont'd

### <u>SALARY</u>

September first deduction.

- E. The Association agrees that the deduction for professional dues will not be changed during the school year.
- F. The Board shall provide, on an individual basis, for deductions from salaries to a tax-deferred annuity program. The carrier shall be mutually decided by the Board and the Association.
- G. The Board may withhold for inefficiency or any other good cause the employment increment or the adjustment increment or both of any administrator in any year by a majority vote by all members of the Board. It shall be the duty of the Board, within ten (10) days, to give written notice of such action, together with reasons therefor, to the administrator concerned. The administrator may appeal from such action to the Commissioner under rules prescribed by him/her.
- H. Ten- (10-) month administrators who are requested to work at other times than called for in their ten- (10-) month con-

### ARTICLE V cont'd

### SALARY

tract shall be paid at the rate of 1/200 per diem of their salary.

The per diem rate shall be based on the salary paid between September 1st and June 30th of the year in which the administrator is requested to work.

I. In cases of reduction in force, the Board agrees to maintain the salary of any administrator appointed to a lower-paying position at its current level during the duration of this contract.

# ARTICLE VI SICK LEAVE

### A. Personal and Family Illness

1. Allowance for absence at full salary:

Administrators shall be allowed sick leave with full pay for seventeen (17) working days for all twelve- (12-) month employees and fifteen (15) working days for all ten- (10-) month employees, beginning with July 1st and ending June 30th of each school year. If any such person requires in any school year less than this specified number of days of sick leave with pay allowed, all fifteen (15) days of such leave not utilized that year shall be cumulative, to be used for additional sick leave as needed in subsequent years, without limitation.

Family illness is included in this category.

2. The Board agrees to compensate members of the administrators' unit for unused sick leave days at

# ARTICLE VI cont'd SICK LEAVE

retirement or to the estate of the administrator upon death at the rate of thirty (30%) percent of the administrator's highest salary prorated on a daily basis.

- B. Sick leave is hereby defined to mean the absence from one's post of duty because of personal disability due to illness or injury, or because of exclusion from school by a personal physician or the school district's medical authorities because of a contagious disease or being quarantined for such a disease in the immediate household.
- C. The Board, in its discretion, may grant additional sick leave without the loss of pay.

# D. Statement by Physician

When absence for personal illness exceeds four (4) consecutive school days, a physician's statement shall be filed with the Secretary of the Board. In case of frequent or intermittent illness, the Board or Superintendent may re-

ARTICLE VI cont'd SICK LEAVE

quire the administrator to submit to an examination or examinations by the school physician or require the administrator to submit a statement from the attending physician.

#### ARTICLE VII

#### INSURANCE

- A. The Board of Education agrees to provide a health benefits insurance program for each administrator and his/her family.
- B. The Board reserves the right to name the carrier to underwrite medical care benefits. The Association shall receive ninety (90) days' prior notice of any contemplated changes. The Board shall compensate any administrator for any financial loss resulting from a change of carriers, provided such loss is reported within ninety (90) days after a carrier change has been made.
- C. Long-term disability insurance securing wages shall be purchased by the Board of Education for its administrative employees and shall take effect one hundred eighty (180) days following such prolonged disability for the period of disability. The employee's monthly benefit amount shall be sixty-six and two-thirds (66-2/3%) percent of an employee's monthly earnings, up to a maximum of \$3,335.00.
- D. The Board shall provide each employee with a description of

### ARTICLE VII cont'd

# INSURANCE

the health care insurance coverage provided under this Article that shall include a description of the conditions and limits of coverage.

E. In the event that any other employee group is given an increase in health plan benefits, the Board agrees to extend the same benefits to all members of the administrative unit.

# ARTICLE VIII TEMPORARY LEAVES OF ABSENCE

# A. Personal Leave

All administrators, upon written request to the Superintendent three (3) days in advance of the date of the leave requested, shall be entitled to three (3) personal leave days annually with no reason stated. It is agreed, however, that:

- These days will not be used for matters of entertainment, recreation, or shopping, etc., and will be used to conduct those matters of importance that can not be transacted outside of normal school hours;
- These days will not be taken during the first or last week of the school year;
- 3. These days will not be taken immediately before or after a vacation day when school is closed.
- 4. If more than one personal day is to be taken consec-

#### ARTICLE VIII cont'd

#### TEMPORARY LEAVES OF ABSENCE

utively, including Monday-Friday combinations, reasons will be given.

### B. Death in the Immediate Family

- Absence of five (5) days without loss of salary shall be allowed an administrator in case of death of the following in his/her immediate family or household: mother, father, sister, brother, daughter, son, wife, husband, mother-in-law, or father-in-law. If during such a period the administrator is absent for a personal illness, a personal injury, or any other excused absence, such absence shall apply. If at a later date circumstances directly related to the death necessitate additional absence, this provision providing up to five (5) days may be granted at the discretion of the Superintendent.
- In case of death of grandparent, niece, nephew, aunt, uncle, sister-in-law or brother-in-law not living with the immediate family, no deduction shall be made for

# ARTICLE VIII cont'd TEMPORARY LEAVES OF ABSENCE

absence on the day of the funeral.

3. In cases not covered in 1. and 2. above where attencance at a funeral is expected of or incumbent upon an administrator, deduction of the pay of a substitute shall be made during the necessary absence.

# C. Compliance with Court Order

An administrator will receive full pay if he/she is absent in compliance with a Court Order as a material witness or if the action against the administrator is dismissed or results in a final decision in favor of the administrator.

# D. <u>School Business Leave</u>

1. Administrators are encouraged to request two (2) days of absence in each school year for the purpose of visiting other schools for observation, discussion, and related professional interests. Such absences as recommended and approved by the Superintendent shall not

# ARTICLE VIII cont'd TEMPORARY LEAVES OF ABSENCE

entail loss of pay.

2. Absence of administrators for purposes of attending professional meetings or conventions shall be encouraged by the Superintendent and be subject to his/ her recommendation and approval. These shall be without loss of pay unless specifically agreed otherwise in advance.

# E. Allotment of Days

- 1. If, in the opinion of the Superintendent, unusual circumstances warrant that an exception be made in the allotment of days for death in the immediate family or absence for personal reasons, unused days in both of the above categories may be transferred to the advantage of the administrator provided that the total number of days requested without deduction does not exceed eight (8).
- In each instance the approval of the Superintendent must be obtained in writing.

#### ARTICLE IX

#### SABBATICAL LEAVES

- A. Every administrator who has held a position for seven (7) consecutive years in the New Providence school district of which the last four (4) consecutive years was an administrative position shall be eligible to apply for a sabbatical leave.
- B. "Sabbatical leave" shall mean a leave of absence for the purpose of improving the educational and administrative qualifications of an administrator in his/her position by study or a specialized field project (including doctoral dissertation), both of which will be directly related to his/her work in the New Providence public schools. In the case of a study program, a minimum of twelve (12) semester hours of credit must be gained during each semester of the leave.
- C. A sabbatical leave shall be for a period of not more than one (1) year. A sabbatical leave of one-half (1/2) year may be permitted under this program. The salary shall be fifty (50%) percent for a full year's sabbatical leave or sixty

# ARTICLE IX cont'd SABBATICAL LEAVES

six and two-thirds (66-2/3%) percent for a one-half (1/2) year's sabbatical leave of that amount which the administrator would have received if he/she were not on leave.

- D. Any eligible administrator desiring a sabbatical leave shall make application by April 1st preceding the leave, specifying in writing the program and itinerary to be followed by the administrator during the entire period of leave. At the completion of the sabbatical, the administrator shall submit a written report evaluating the professional objectives attained during the sabbatical and the subsequent benefits expected therefrom. Such report shall be submitted no later than sixty (60) days after return to active duty.
- E. Sabbatical leaves shall be granted by the Board upon recommendation of the Superintendent. The total number of sabbatical leaves granted shall not exceed one administrator in any given school year. Among the reasons for granting or denying a sabbatical leave shall be the availability of securing competent replacement personnel as determined by the Superintendent.

# ARTICLE IX cont'd SABBATICAL LEAVES

- F. All tenure, salary increment, pension retirement rights and Board-paid fringe benefits shall be retained by and accrued to the administrator on sabbatical leave in the same manner as if he/she were not on such leave. The Board shall deduct from the salary of an administrator on sabbatical leave and pay on his/her behalf such amounts as are required for pensions, administrator-paid fringe benefits, and such other purposes as may be required by law.
- G. Upon the termination of a sabbatical leave, the Superintendent shall return the administrator to the same contractual position which he/she held prior to taking said leave. Any administrator who does not accept said position with the New Providence Board of Education within the scope of his/her administrative certification upon termination of a sabbatical leave and continue therein for a period of two (2) years thereafter, unless the Board shall otherwise approve, shall be required to refund the full salary paid to him/her while absent from his/her position.
- H. Subsequent leave will not be authorized unless and until the

# ARTICLE IX cont'd SABBATICAL LEAVES

administrator shall have reestablished eligibility by serving another seven (7) consecutive years of successful service.

- I. If the Superintendent is convinced that the administrator is not fulfilling the purpose for which the leave was granted, he/she shall report the fact to the Board of Education after discussion with the administrator involved. Before the Board terminates the leave, the administrator will be entitled to a hearing before the Board if he/she so requests.
- J. Courses taken while on sabbatical leave will be reimbursed to a maximum of one thousand (\$1,000.00) dollars or twothirds (2/3) of the total expense, whichever is greater per year.

# ARTICLE X PROFESSIONAL GROWTH

A. The Board of Education shall reimburse all administrators for all tuition, laboratory, and registration fees for courses approved in advance by the Superintendent, subject to a maximum expenditure of one thousand (\$1,000.00) dollars, or two-thirds (2/3) of the total expense, whichever is greater.

# ARTICLE XI EXTENDED LEAVES

### A. Child-Rearing Leave

- 1. Any pregnant administrator shall be granted, upon request, a leave of absence by the Board. Such request shall be made, in writing, at least sixty (60) days prior to the requested commencement date of the leave and shall include the commencement date of the leave and one of the following dates of return:
  - (a) Any date within sixty (60) days of the commencement of the leave in which it would be reasonably expected that the administrator would be physically able to return to her duties, or
  - (b) The beginning of any semester within a two-(2-) year period from the commencement of the leave.
- 2. The administrator shall begin her leave on the date

# ARTICLE XI cont'd EXTENDED LEAVES

requested, or if her physical condition is in question, then her leave shall begin when she is no longer able to produce a certification from her physician that she is medically able to continue her duties. The Board shall have the right to place an administrator on maternity leave if it is determined that she can no longer perform the duties of her job.

- 3. The leave shall terminate on the date specified unless the administrator requests an extension, whereupon the leave may be extended for an additional period of time for reasons associated with the pregnancy, birth, or for other proper cause. If the Board questions the administrator's physical condition or capacity to resume her former duties, then the administrator shall produce a certification from her physician that she is medically able to resume her administrative duties.
- 4. Any administrator adopting an infant child of one (1) year of age or less shall be entitled to the same privileges under this article as are offered to a

# ARTICLE XI cont'd EXTENDED LEAVES

pregnant administrator. The leave of the adopting administrator shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the legal requirement for the adopting.

# B. Extended Leave of Absence

The Board may grant an extended leave of absence without pay if provisions herein set forth have been exhausted. All benefits to which an administrator was entitled at the time the leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon return, and health insurance shall be available at the administrator's expense during the term of the leave. Notwithstanding the above, administrators with fifteen (15) or more years of service in the New Providence school system who are granted extended leaves of absence shall have their health insurance coverage paid by the Board for a period of one (1) year provided that such administrators are not in military service or located outside the United States. The Superin-

# ARTICLE XI cont'd EXTENDED LEAVES

tendent shall make a reasonable effort to return the administrator to an equivalent position held prior to taking said leave. Any extended leave shall end at the beginning of a semester and shall not be granted for more than a two- (2-) year period.

#### ARTICLE XII

#### ADMINISTRATORS' WORK YEAR

- A. The work year for ten- (10-) month administrators shall not begin earlier than September 1st or extend beyond June 30th. During that part of their year which corresponds to the teachers' work year, such adminstrators shall follow the teachers' calendar as to holidays and school closings. If the teachers report after Labor Day, the administrators shall be entitled to the Labor Day holiday.
- B. The work year for twelve- (12-) month administrators shall extend from July 1st to June 30th. During that period, administrators shall be entitled to thirteen (13) holidays and twenty-five (25) vacation days, which may be scheduled during the summer and during those periods when school is in recess.

# ARTICLE XIII ADMINISTRATORS' RIGHTS AND BENEFITS

- A. No administrator shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such action asserted by the Board shall be subject to the grievance procedure herein set forth. For purposes of this provision, discharge, removal, or nonremoval shall not be considered as a discipline, reprimand, or reduction in rank or compensation.
- B. Whenever any administrator is required to appear before the Superintendent, the Board, or any committee thereof for a meeting or conference the purpose of which adversely concerns the continuance of that administrator in his/her office, position, or employment, or adversely concerns salary or any increments pertaining thereto, the administrator shall be given prior written notice of the reason for such meeting or conference and shall be entitled to have a representative of the Association or counsel present to advise and represent him/her during such meeting or conference, provided that no unreasonable delay shall be incurred in the scheduling of such meeting due to lack of representation.

#### ARTICLE XIII cont'd

### ADMINISTRATORS' RIGHTS AND BENEFITS

- C. Contracts will be issued to all new tenured administrative employees with the unit in accordance with N.J.S.A. 18-A: 27-10.
- D. All administrators' personnel files shall be maintained under the following circumstances:
  - 1. No material of a derogatory nature shall be placed in the files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material. Such signature does not necessarily indicate agreement with the content.
  - 2. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy following the receipt of the material. Failure of the employee to file a response for attachment to the file copy within fifteen (15) work days

### ARTICLE XIII cont'd

#### ADMINISTRATORS' RIGHTS AND BENEFITS

following receipt of material shall result in forfeiture of the employee's right to respond.

- 3. Upon written request, the employee shall be given access to his/her file without undue delay minus confidential credentials related to personal references.
- 4. If the employee has instituted grievances or other judicial proceedings, he/she shall be granted the right to reproduce any material in his/her file not considered to be privileged, such as confidential credentials related to personal references normally sought at the time of employment.
- 5. Material will be removed from the files when a Supervisor's claim that it is inaccurate or unfair is sustained.

#### ARTICLE XIV

### FULLY BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiated matters. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter.
- B. In the event a newly created title is agreed upon for inclusion within the unit, the terms and conditions of employment for that position shall be negotiated notwithstanding any other provisions herein.

# ARTICLE XV REASSIGNMENT OF ADMINISTRATORS

- A. Administrative vacancies shall be advertised in all school offices for a reasonable period of time in order to permit application for transfer, reassignment, or promotion of present employees. During summer vacation periods, such notices shall be mailed to the employee's home.
- B. Should a reduction in force in administration occur for a good cause and/or the best interests of the school system, such professionals who are affected adversely will be provided such bumping and preferential reemployment rights as are provided by law and the Administrative Code.

# ARTICLE XVI MISCELLANEOUS PROVISIONS

- A. This agreement constitutes Board policy for the term of said agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- administrator shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling. The Board shall not negotiate terms or conditions of employment with individual administrators.

# ARTICLE XVI cont'd

MISCELLANEOUS PROVISIONS

- D. The use of the singular masculine pronoun herein shall include singular and plural, masculine and feminine.
- E. Nothing herein shall be changed, altered, or deleted except by mutual consent of the Board and the Association.
- F. Should this agreement conclude prior to the completion of a successor agreement, the substantive benefits provided here-under shall be continued through the negotiations process.

#### ARTICLE XVII

# DURATION OF AGREEMENT

This agreement shall be in full force and effect as of July 1, 1984, and shall continue in effect until June 30, 1986, subject to the Association's right to negotiate over a successor agreement as provided heretofore.

IN WITNESS WHEREOF, the Board has caused this agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon, and the Association has caused this agreement to be signed by its President and Secretary.

SIGNED AND SEALED this 20th day of June, 1984.

NEW PROVIDENCE ASSOCIATION OF ADMINISTRATIVE PERSONNEL

President

Secretary

BOARD OF EDUCATION OF THE BOROUGH OF NEW PROVIDENCE

President

Lachenauer

Secretary

APPENDIX I . 1984-1985, 1985-1986 SALARY GUIDE

High School Vice-Principal (10-months)

1984-1985	1985-1986
39,700	43,500
40,200	44,000
40,700	44,500
41,200	45,000
41,700	45,500
42,200	46,000
42,700	46,500
43,200	47,000
43,700	47,500
44,200	48,000

Superv (10-m			Supervisor II (10-months)*	
1984-1985	1985-1986	<u>1984-1985</u>	1985-1986	
38,900	42,500	35,100	38,400	
39,400	43,000	35,600	38,900	
39,900	43,500	36,100	39,400	
40,400	44,000	36,600	39,900	
40,900	44,500	37,100	40,400	
41,400	45,000	37,600	40,900	
41,900	45,500	38,100	41,400	
42,400	46,000	38,600	41,900	
42,900	46,500	39,100	42,400	
43,400	47,000	39,600	42,900	

\*Add 10% for 12-month position.